

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

THE HUNTINGTON NATIONAL)	
BANK, a National Banking Association,)	Case No. 2:19-cv-10890
)	
Plaintiff,)	Honorable Stephen J. Murphy, III
)	
v.)	
)	
SAKTHI AUTOMOTIVE GROUP)	
USA, INC., a Michigan corporation)	
SAKTHI AMERICA CORPORATION,)	
a Michigan corporation, and SAKTHI)	
REAL ESTATE HOLDINGS, INC., a)	
Michigan corporation,)	
Defendants.		

**ORDER APPROVING SALE
AND RETENTION OF AUCTIONEER**

This matter having come before this Court on the *Receiver's Motion to Approve Sale and Retention of Auctioneer* (the "Motion"), and the Court determining that appropriate notice has been given; that no objections to the Motion having been filed, or such objections having been denied, and the Court being fully advised in the premises therein:

1. **IT IS HEREBY ORDERED** that the Motion is granted; and it is further

2. **ORDERED** that the Receiver is authorized and empowered to enter into and perform under the Sale Agreement, retain the Auctioneer, and consummate the sale of the Sale Assets, without further order of the Court; and it is further

3. **ORDERED** that this Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Sale Assets; and it is further

4. **ORDERED** that the Receiver is authorized to sell the Sale Assets and any related property free and clear of any and all liens, encumbrances and other interests held by Plaintiff The Huntington National Bank or any other party. Upon receipt of full payment, the Sale Assets shall be conveyed to the purchaser free and clear of all liens, encumbrances and interests; and it is further

5. **ORDERED** that all liens, claims, encumbrances, and other interests on the Sale Assets shall attach to the proceeds of the Sale of the Sale Assets with the

same order of priority, validity, and extent as they existed prior to the Sale; and it is further

6. **ORDERED** that the Receiver shall hold all proceeds of the Sale of the Sale Assets pending further order of this Court; and it is further

7. **ORDERED** that except as explicitly set forth in the Sale Agreement and/or this Order, the Sale Assets are being sold without any express or implied representations or warranties of any kind whosoever, as is, where is, with all faults and without recourse; and it is further

8. **ORDERED** that nothing contained in any subsequent order of this Court in these proceedings shall alter, conflict with, or derogate from, the provisions of the Sale Agreement or the terms of this Order; and it is further

9. **ORDERED** that the Sale Agreement and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court; and it is further

10. **ORDERED** that this Court shall retain exclusive jurisdiction with regard to all issues or disputes relating to this Order or the Sale Agreement, including, but not limited to, protecting the Receiver, the Defendants, or the receivership estate, and/or the Auctioneer against assertions of encumbrances or interests. This Court shall hear the request of such parties or persons with respect to

any such disputes on an expedited basis, as may be appropriate under the circumstances; and it is further

11. **ORDERED** that this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Receiver and the Auctioneer are free to perform under the Sale Agreement at any time, subject to the terms of the Sale Agreement; and it is further

12. **ORDERED** that to the extent that anything contained in this Order explicitly conflicts with a provision in the Sale Agreement, this Order shall govern and control; and it is further

13. **ORDERED** that the Auctioneer shall not be required to submit fee applications and shall be compensated, without further order of the Court, in accordance with the procedures set forth in the Motion and Sale Agreement; and it is further

14. **ORDERED** that unless and until the receivership has been terminated by order of the Court, the Receiver and parties shall remain subject to the terms of the Receivership Order.